

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

PENINSULA PETROLEUM LIMITED,

Plaintiff,

- against -

CI INTERNATIONAL FUELS LLC,

Defendant.

Case No.: 22-cv-20712-RKA

**DECLARATION OF MAURICIO PEREZ GROSSO IN OPPOSITION TO
DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S VERIFIED COMPLAINT**

Pursuant to 28 U.S.C. §1746, Mauricio Perez Grosso declares as follows:

1. At all relevant times, I have been affiliated with Plaintiff, Peninsula Petroleum Limited ("Peninsula"). I am fully competent to testify and swear or affirm that the following is true based upon my own personal knowledge.

2. I was involved in Peninsula's sale and pricing of petroleum to CI International Fuels LLC ("CI Int'l") with respect to the Master Sale and Purchase Agreement between them.

3. In late May and June 2021, I had several direct dealings with Jaime Alberto Ochoa Munoz and Natalia Garcia Vitta, acting on behalf of CI Int'l. In particular, I was seeking to establish and collect price adjustments from CI Int'l with respect to a portion of a shipment of marine fuel that had been sold and delivered in December, 2020 (namely approximately 9,000 MT remaining from the total cargo of approximately 15,000 MT).

4. On June 7 and 8, 2021, we resolved the adjusted pricing for 1,000 MT of the remaining fuel, which resulted in a net payment to be made to Peninsula in the amount of

\$164,5000. This was accomplished through my exchange of “What’sApp” exchanges with Mr. Ochoa.

5. On June 15, 2021, I had a telephone discussion with Mr. Ochoa Munoz to address the price-adjustment for the remaining 8,000 MT of fuel. After we spoke, I emailed Mr. Ochoa a follow-up email presenting two options for fully resolving the foregoing (and taking into account what we had already agreed upon earlier in June). We had another telephone discussion on June 16 or 17, 2021, during which we agreed on option one. As a result, I sent Mr. Ochoa Munoz a confirming email on June 17th, setting forth the calculations and amounts owed and corresponding due dates that resulted from our agreement with respect to the 8,000 MT. I thereafter emailed Mr. Ochoa Munoz five corresponding invoices that I caused to be issued in accordance with our agreement (including our June 8th agreement as to the 1,000 MT). The invoices totaled \$1,545,293.56.

6. A true and correct copy of the email thread I sent to Mr. Ochoa Munoz (with an English translation thereof) and the invoices that were attached to my last email to him are attached to this Declaration as Exhibit 1.

7. On July 30, 2021, Ms. Vitta emailed me (with Mr. Ochoa in copy), seeking to have the parties sign a written agreement resolving the payment of the \$1,545,293.56, with accrued interest, as a result of a discussion with Mr. Ochoa. By that date, CI Int’l was already in default in paying four of the five invoices that I had caused to be issued in accordance with our earlier agreement. Ms. Vitta also sent a proposed “payment plan agreement”.

8. I replied on August 11, 2021 with Peninsula’s comments to the proposed agreement, and Ms. Vitta send CI Int’l’s counter-proposed agreement back to me on August 13, 2021. Peninsula rejected that counter-proposal.

9. A true and correct copy of the above-mentioned email thread between me, Ms. Vitta and Mr. Javkin (with Mr. Ochoa sometimes in copy) (with an English translation thereof), together with the “payment plan agreement” proposed by Mr. Ochoa (through Ms. Vitta) on August 13th, are attached to this Declaration as Exhibit 2.

10. I note that in the recitals to the proposed payment plan agreement, CI Int’l included or adopted the following:

(c) WHEREAS, regarding the performance of the obligations under the Master Agreement and the Product Sale and Purchase Agreement, since June 2021 the Debtor has failed to pay to the Creditor several invoices within the specified period (due date) agreed by the Parties, and therefore such debt become due and enforceable.

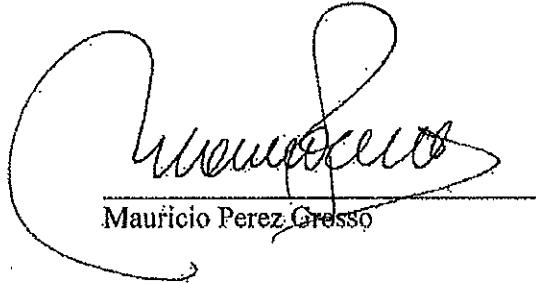
(d) WHEREAS the outstanding balance as of the date of signature hereof, is the sum of ONE MILLION FIVE HUNDRED AND EIGHTY-EIGHT THOUSAND, ONE-HUNDRED AND EIGHTY-NINE DOLLARS AND FIFTY-NINE CENTS (USD \$1,588,189.59), corresponding to the invoices indicated below (hereinafter, “Owed Amount”):

Invoice	Invoice date	Price USD	Interest
10I175369	11/06/2021	164.500,00	8,318.79
10I176205	22/06/2021	344.000,00	15,643.06
10I176202	22/06/2021	354.000,00	16,097.80
10I176204	22/06/2021	172.000,00	2,836.39
10I176206	22/06/2021	510,793.56	
	Sub-Total	1,545,293.56	42,896.03
	Total Inc. Interest	1,588,189.59	

11. The proposed payment plan agreement was never entered into and no payments were ever made by CI Int'l.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 14, 2022.



Mauricio Perez Gresso